

# EXHIBIT 14

# THOMPSON & KNIGHT LLP

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July 7, 2021

## ACCELERATION LETTER

LIC Hotel Property LLC  
c/o JSMDJ LLC  
39-06 30th Street  
Long Island City, New York 11101  
Attn: Mr. Jacob Rad

**VIA FEDEX NO. 774195442273  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0613**

**Re:      Securitization:      WFCM 2016-C36  
         Greystone Loan No.: 2314  
         Borrower:      LIC Hotel Property LLC  
         Property:      29-14 39th Avenue, 29-11 29th Street and 39-06 30th Street,  
                                 Long Island City, New York 11101**

Ladies and Gentlemen:

As you know, Thompson & Knight LLP is legal counsel to Noteholder<sup>1</sup> in connection with the Loan.<sup>2</sup>

The right to receive payments due under the Note, and the outstanding indebtedness evidenced by the Note, are secured by the liens, security interests, terms and provisions contained within the Loan Documents.<sup>3</sup>

<sup>1</sup> **“Noteholder”** means Wilmington Trust, National Association, as Trustee, for the benefit of the registered holders of Wells Fargo Commercial Mortgage Trust 2016-C36, Commercial Mortgage Pass-Through Certificates, Series 2016-C36, acting by and through the Special Servicer (defined below).

**“Special Servicer”** means C-III Asset Management LLC d/b/a Greystone Special Servicing, not individually but solely in its authorized capacity as special servicer pursuant to that certain Pooling and Servicing Agreement, dated November 1, 2016.

<sup>2</sup> **“Loan”** means the debt evidenced by the Note (defined below).

**“Note”** means that certain Amended, Restated and Consolidated Promissory Note, dated September 29, 2016, executed by Borrower (defined below), as maker, payable to the order of Original Noteholder (defined below), as payee, in the original principal amount of \$25,000,000.00.

**“Borrower”** means LIC Hotel Property LLC, a New York limited liability company.

**“Original Noteholder”** means Basis Real Estate Capital II, LLC, a Delaware limited liability company.

<sup>3</sup> **“Loan Documents”** means the Note, the Mortgage (defined below), the Loan Agreement (defined below), and any and all other documents executed in connection therewith or relating in any way thereto.

Securitization: WFCM 2016-C36  
Greystone Loan No.: 2314  
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Pursuant to certain assignments, endorsements, and/or transfers of the Loan Documents, Noteholder is the current owner of the Loan Documents.

Pursuant to the Demand Letter,<sup>4</sup> Noteholder made demand on Borrower for payment of all amounts then-currently due and payable under and pursuant to the terms of the Note, together with all applicable charges, costs, expenses and attorneys' fees incurred by Noteholder in connection with the collection of the indebtedness as provided for in the Loan Documents (plus any default interest that accrued on or before the date of payment). The Demand Letter gave Borrower an opportunity to cure the Default<sup>5</sup> on or before 12:00 p.m. (Dallas, Texas time) on June 30, 2020 (Tuesday). In the event the Default was not cured by that date and time, the Demand Letter gave Borrower notice that Noteholder would declare the entire outstanding principal balance of the Note and all interest accrued thereon to be immediately due and payable without further demand.

The Default was not timely and properly cured. Accordingly, the maturity date of the Note is hereby accelerated and, as a result, the entire unpaid balance of principal of, and accrued interest on, the Note, as well as all other amounts referenced above (which are due under the Loan Documents), are hereby immediately due and payable in full. You may contact Mr. Todd Bragg, Senior Vice President with Special Servicer, at (469) 749-2064 to determine the total amount due.

Borrower is advised that Noteholder intends to exercise its remedies available under the Loan Documents, at law, and/or in equity, which includes additional attorneys' fees and other amounts provided for in the Loan Documents and those remaining amounts which may accrue interest and for which Borrower, any guarantor, and/or any other obligated party may be liable. In the event the Property<sup>6</sup> is sold at judicial or nonjudicial foreclosure sale for an amount insufficient to satisfy all amounts due and owing under the Loan Documents, Borrower, and/or any guarantor or otherwise liable party, may be liable for the deficiency, subject to applicable limitations on liability (including, but not limited to, constitutional limitations, statutory limitations and/or any limitations on liability contained within the Loan Documents or applicable law).

All of Noteholder's claims, demands and accruals regarding the above described indebtedness, whenever made, and whether for principal, interest or otherwise, are intended to comply in all respects, both independently and collectively, with applicable usury laws, and are accordingly limited so that applicable usury laws are not violated.

Borrower is hereby advised that negotiations, if any, between Noteholder and Borrower shall not constitute a waiver of Noteholder's right to exercise its rights and remedies under the Loan Documents or otherwise at law and/or in equity, including, but not limited to, those described in this Letter. Any such

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**"Mortgage"** means that certain Amended, Restated and Consolidated Mortgage and Security Agreement, dated effective September 29, 2016, executed and delivered by Borrower, as mortgagor, to Original Noteholder, as mortgagee, recorded as Instrument No. 2016100600588007 in the Real Property Records in Queens County, New York, covering, among other things, the Property (defined below).

**"Loan Agreement"** means that certain Loan Agreement, dated September 29, 2016, entered into by and between Borrower and Original Noteholder.

<sup>4</sup> **"Demand Letter"** means that certain Notice of Default / Demand to Cure letter, dated June 9, 2020, prepared by Thompson & Knight LLP, addressed to Borrower.

<sup>5</sup> **"Default"** means, collectively, the defaults referenced in the Demand Letter.

<sup>6</sup> **"Property"** means that certain real property, personal property, and general intangibles described in the Mortgage.

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waiver shall not be effective unless set forth in writing, duly executed by an authorized representative of Noteholder. Borrower shall not be entitled to rely upon any verbal statements made or purported to be made by or on behalf of Noteholder in connection with any alleged agreement by or on behalf of Noteholder to refrain from exercising any of Noteholder's rights under the Loan Documents or otherwise at law or in equity.

**NOTEHOLDER IS ATTEMPTING TO COLLECT THE INDEBTEDNESS EVIDENCED BY THE LOAN DOCUMENTS AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

To the extent your obligations have been discharged, dismissed, or are subject to an automatic stay of a bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation. This notice is given pursuant to 11 U.S.C. Section 362(b)11, if applicable.

To assert and protect your rights as a member of the armed forces of the United States, if you are or your spouse is serving on active military duty, including active military duty as a member of the New York National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Sincerely,



Vivian M. Arias

cc: Mr. Todd Bragg (via email)  
Mark Weibel, Esq. (firm)

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**FOR NOTICE PURPOSES ONLY**

Samuel Klein  
240-64 67th Avenue  
Douglaston, New York 11362  
(guarantor)

***VIA FEDEX NO. 774195378926  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0620***

Jacob Rad  
100 Amber Lane  
Oyster Bay Cove, New York 11771  
(guarantor)

***VIA FEDEX NO. 774195473445  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0637***

Gary Rosen, Esq.  
Rosen Law LLC  
216 Lakeville Road  
Great Neck, New York 11020  
(counsel)

***VIA EMAIL grosen@rosenlawllc.com  
AND VIA FEDEX NO. 774195518352  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0644***

Sheikh Partners PC  
c/o Mandelbaum Salsburg PC  
3 Becker Farm Road, Suite 105  
Roseland, New Jersey 07068  
Attention: Umar A. Sheikh, Esq.

***VIA FACSIMILE (973) 325-7467  
AND FEDEX NO. 774195595350  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0651***

Umar A. Sheikh  
Sheikh Partners PC  
2 Tower Center Blvd., 19th Fl.  
East Brunswick, NJ 08816

***VIA FEDEX NO. 774195645602  
AND VIA FIRST CLASS CERTIFIED MAIL,  
POSTAGE PREPAID, RETURN RECEIPT  
REQUESTED NO. 7016 0910 0000 8880 0668***